

SL & CO

TERMS & CONDITIONS OF BUSINESS

1. Introduction

1.1 In accordance with good business practice, this document sets out the Terms and Conditions upon which we accept instructions and charge for our services which shall form the basis of a legally binding agreement between us. We aim to provide to clients a service of Quality and Excellence and we ask you to let us know if you feel at any time that we are not achieving that level.

1.2 Save insofar as these Terms and Conditions are replaced by new Terms and Conditions, they shall apply to each and every matter upon which you instruct us.

1.3 We are authorised and regulated by the Solicitors Regulation Authority ("SRA") and by the Solicitors Code of Conduct 2011.

1.4 These terms of business contain important provisions that limit our liability, in broad terms, to £3 million. They may not be varied unless agreed in writing and signed by a Director of the Company.

2. SL & Co Solicitors Limited

2.1 In these terms of business: -

"we" or "our" refer to SL & Co Solicitors Limited ("the Company");

"Fee Earner" means one of our Directors, solicitors or employees, who has been appointed to act for you and to be responsible for the day to day management of your matter.

2.2 Your relationship is solely with the Company, and the Company has sole legal liability for the work done for you and for any act or omission in the course of that work. No director or employee of the Company will have any personal legal liability for that work whether in contract or tort. In particular, the fact that an individual Director or employee signs in his or her own name any letter or other document in the course of carrying out that work does not mean he or she is assuming any personal legal liability for that letter or document.

3. Our Relationship

We value our relationship with you and welcome any suggestions for its improvement. Unless our work involves the resolution of a dispute, when the special terms in clause 36 will apply, we will not appoint an agent or subcontract our work to anyone else without your consent.

4. Hours of Business

4.1 Our normal hours of opening are 0845 to 1715.

4.2 We are available to attend you either at your home, your premises or our offices, whichever is more convenient.

4.3 We are both available and contactable not only during normal office hours but also during evenings and weekends. Should you need to contact us for any reason out of office hours, please telephone the office number shown on our letterhead. Your call will be diverted to a mobile telephone at no extra cost. In the event that you get through to an answering facility, please leave a message (including your telephone number) and we will get back to you as soon as possible.

5. Standards of Care

In the conduct of your matter, we aim to meet certain minimum standards of care. These include:-

5.1 The provision to you of copies of all substantive correspondence;

5.2 Telephone calls from you to be returned the same day if possible;

5.3 Correspondence of any sort is generally to be dealt with on the same day that it is received if possible;

5.4 Letters to you or other solicitors are to be written in plain succinct English;

5.5 Appointments are to be given to you without undue delay.

6. Your Work

6.1 We will agree with you at the outset the scope of the work required. We are not responsible for matters that are outside the scope of the work agreed, or that would not normally be considered part of a solicitor's duty in relation to that work.

6.2 Unless we have agreed to do so in writing, we do not advise on tax and we do not advise on the commercial wisdom of a matter.

6.3 Where possible we will also agree a timetable and an estimate of cost.

6.4 Your work will be done by those able to do it competently and cost-effectively. If they are not Directors they will be appropriately supervised. We will agree with you who handles your work and not make changes

unless it is necessary – to bring in specialist help, for example, or while someone is on holiday. We will inform you if this happens.

6.5 If you instruct us to provide additional services above and beyond your initial instructions and objectives, we shall endeavour to provide you with an estimate for such additional services, but if for any reason that is not done, either because of time constraints or otherwise, we shall be entitled to be paid for those additional services at the rates previously notified to you.

7. Progression

In order to achieve the progression and objective that you have a right to expect, we would ask that you co-operate fully and respond promptly to requests for information, instructions, or documentation.

8. Receipt of Instructions

8.1 We ask that, wherever possible, initial instructions be given and confirmed in writing.

8.2 Where instructions are received from a Partnership, then each and every Partner shall be jointly and severally liable to discharge the fees of this Company.

8.3 Where instructions are received from a Director or other employee of a limited company, we will assume that whoever gives such instructions has the requisite authority. Furthermore, the person providing the instructions shall hereby personally guarantee the company's debt to this Company as Principal Obligor and shall be required to pay the fees of this Company personally in the event that the fees are not discharged by the company client and the continued instructions by the individual in question shall be construed as deemed acceptance of the company's debts to this Company.

8.4 The receipt of further instructions expressly or impliedly from you and/or the undertaking of work by us in response to earlier instructions shall be deemed acceptance of these terms whether or not a copy of these terms has been signed by you.

9. Our Duty

We have a duty to act on your reasonable instructions subject to our legal and professional duties as solicitors. We will keep you regularly informed of progress. Our relationship is with you, and (save for situations where we are jointly instructed by you and your lender) we owe a duty of care only to you. No other person may rely on our advice or on these terms without our prior written agreement.

10. Fees

10.1 Unless and until an alternative fee arrangement has been agreed and confirmed in writing by us, our charges are calculated mainly by reference to the time spent by us on your matter. This may include meetings with you and others, considering the facts of the matter, research, preparing and working on papers, documents and correspondence, telephone calls, attendance at Court, costing of files, travelling etc.

10.2 All work undertaken will be charged in six minute units. Untimed telephone calls will be charged at six minutes each. Letters Out will be charged at six minutes (1 unit) per page preparation (unless otherwise timed) and Letters In will be charged at six minutes (1 unit) per page perusal.

10.3 Time is charged out at an hourly rate and the current hourly rates are set out below:-

Stephen Lockwood - £240

Angela Brown - £190

Anne Lockwood* - £160

Legal Assistant* - £90

*Non-Solicitor

In appropriate cases, these rates will be subject to an uplift. The circumstances for such an uplift appear at paragraph 10.9 below.

10.4 Fees are charged on the time spent by all Fee Earners and staff required as necessary to progress the matter towards the agreed objective and shall include advice requested from another Fee Earner and/or supervision by a Director or other more Senior Fee Earner.

10.5 Should a Director or any other employee of this Company be instructed to act as Executor to an Estate, we reserve the right to charge up to 1% of the Gross Estate as remuneration for the work carried out by the Executor in addition to the Fees charged by the Company for work carried out in dealing with the Administration of the Estate.

10.6 Should a Director or any other employee of this Company be instructed to act as Attorney, either pursuant to a Lasting Power of Attorney, a General Power of Attorney or otherwise, we reserve the right to charge an Annual Fee of £1,000 or pro rata for part of a year subject to a minimum fee of £500, in addition to any fees charged by the Company for the work carried out in relation to the matter instructed.

10.7 Hourly rates are normally reviewed annually from 1st January to take account of changes in salary and

other overhead costs. Details of any revision will be supplied upon request.

10.8 Fees are payable whether or not a case is successfully concluded or completed.

10.9 We adhere to the Solicitors (Non-Contentious Business) Remuneration Order 2009 ("the Remuneration Order") which requires that solicitors fees be "*fair and reasonable having regard to all the circumstances of the case*". The circumstances which may affect the level of the fees include the following matters specified in that order:-

10.9.1 The complexity of the matter or the difficulty or novelty of the questions raised;

10.9.2 The skill, labour, specialised knowledge and responsibility involved;

10.9.3 The number and importance of the documents prepared or considered, without regard to length;

10.9.4 The place where and the circumstances in which the business or any part of the business is transacted;

10.9.5 The amount or value of any money or property involved;

10.9.6 The importance and urgency of the matter to you; and

10.9.7 The place of performance and the time spent on behalf of the Client. The time spent is always a significant factor in assessing the fees and is recorded by all our Fee Earners.

10.9.8 Some or all of the work having to be undertaken out of office hours.

11. **Billing**

11.1 Our normal policy is to invoice matters monthly on account or on their earlier completion although we shall not be obligated to do so. This will enable you to budget for costs as the matter progresses. Should the matter not proceed to the anticipated completion, we will render an Invoice to cover the work undertaken to date.

11.2 We operate a computerised accounts and time recording system and we will endeavour to provide you with a weekly update of any substantive costs incurred. The information is supplied by e-mail only. It is believed to be accurate, but it should be viewed only as a guide to the current costs position and is subject to these Terms and Conditions. The actual costs are dependent upon costing the file.

11.3 Each Invoice rendered shall be treated as a separate and stand-alone Invoice for the work undertaken and shall not be cumulative with other invoices relating to the same matter.

11.4 At the commencement of the matter, we may set a credit limit. This will be shown in our Client Care Letter. In the unlikely event that you reach that credit limit, we will stop work on your matter until such time as all outstanding fees are discharged or part of them are discharged to our satisfaction and arrangements have been made to discharge future fees by monthly standing order or to our satisfaction.

11.5 At the outset of a matter, we will endeavour to provide you with a Costs Estimate in our Client Care Letter if this is at all possible. With each Invoice, we will confirm that our estimate to conclusion of the matter either remains the same or that the estimate is revised.

11.6 We ask that you pay our invoices promptly and in any event within 14 days from the date of issue.

11.7 It shall be a term of this Agreement between us that if it becomes necessary to bring debt recovery proceedings for recovery of our fees, we shall be entitled to recover our costs of bringing such proceedings (whether or not such proceedings are successful) on a contractual and on an indemnity basis, equivalent to the time expended by the Fee Earner at the appropriate hourly rate including but without limitation disbursements, VAT and Counsels Fees, which said costs shall be deemed to form part of the work undertaken on your behalf representing losses sustained by us. In addition, it shall also form part of the terms of this Agreement that interest on the outstanding debt shall be recoverable at the contract rate both before and after Judgment until the date of payment.

11.8 All disbursements made on your behalf will be recharged to you either as they are incurred or (if less than £200) on your next invoice. Photocopying is charged by the firm @ 10p per copy and faxes @ £1 for the first sheet and 50p for subsequent sheets.

11.9 In addition you have the right under the Solicitors Act 1974 to have our costs assessed by the Court.

11.10 On the reverse of all our Invoices you will find the appropriate formal notices we are required to give to you under these provisions. We are always conscious of these requirements when rendering our Invoices.

11.11 We hope that you will not have any issue, query or complaint in respect of any Invoice received, but if you do, we ask that you raise it immediately with the Fee Earner handling your matter and in any event within one month, failing which you shall be deemed to have waived the right to take issue with the amount of the Invoice concerned and to have expressly authorised the incurring of further costs in your matter.

11.12 You have a right to object to any invoice raised and to apply for an assessment of the invoice under Part III of the Solicitors Act 1974.

12. **Our Liability**

12.1 Despite our best efforts we may make a mistake, by which we mean any breach of our duties to you. If we do, and are liable to compensate you, you agree that our liability is limited in the following respects: -

- 12.1.1 It is the Company that is liable, not an individual Director or member of staff; you agree to make no claim against an individual except for fraud. You and we intend that this clause is for the benefit of, and shall be enforceable by, the Directors and staff under the Contracts (Rights of Third Parties) Act 1999;
- 12.1.2 Our maximum liability for any mistake (except for fraud) is £3 million including interest (unless a different amount is agreed with you in writing);
- 12.1.3 This overall limit applies whether the mistake affects just one piece of work we do for you or several, so long as it is the same or a similar mistake;
- 12.1.4 For the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake;
- 12.1.5 We are liable for loss that we directly cause and for any indirect or consequential loss or loss of anticipated profit or other benefit, where that total liability does not exceed £3 million. Otherwise we have no liability for any indirect or consequential loss or loss of anticipated profit or other benefit;
- 12.1.6 We are not liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information, or not giving us information at the time we ask for it);
- 12.1.7 If others are also responsible for your loss, our liability is limited to our fair share of the proportion which is found to be fairly and reasonably due to our fault, whether or not you are able to recover the rest from the others. We shall not be liable to pay you the proportion which is due to the fault of another party. This clause is subject to the minimum £3 million restriction on limiting liability prescribed by the Solicitors Regulation Authority;
- 12.1.8 These limits on our liability shall apply to work done under this contract and any future work unless we agree different terms with you;
- 12.1.9 We shall not be liable for any loss arising from or connected with our compliance with any statutory obligation which we may have, or reasonably believe we have, to report matters to the relevant authorities under the provisions of the money laundering legislation;
- 12.1.10 We believe the limitations on our liability set out in this section are a reasonable amount having regard to our assessment of:
 - 12.1.10.1 the amount of any likely liability to you if we make a mistake;
 - 12.1.10.2 the availability and cost of professional indemnity insurance; and
 - 12.1.10.3 possible changes in the future availability and cost of insurance;
 but we are happy to discuss the limit with you if you consider it insufficient for your purposes, and if appropriate we may then consider whether we are able to provide a higher limit at extra cost.
- 12.2 These limits apply to the extent that they are permitted by law. We cannot, for example, avoid full liability if our mistake causes death or personal injury. If any part of this section of our terms which seeks to limit liability is found by a court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, the remaining provisions shall continue to be effective.
- 12.3 If you think we have made a mistake we have no liability for any breach of our duties to you unless you let us know in writing about the mistake within 12 months of becoming aware of it, and start any legal proceedings about it within 12 months of giving us that written notice.
- 12.4 Nothing in these Terms and Conditions shall affect your statutory rights.

13. Insurance Cover

We maintain Professional Indemnity cover. Further details of this, including the amount and territorial coverage can be obtained by contacting the Office Manager.

14. Interest

14.1 Pursuant to Article 5 of the Remuneration Order, we may charge interest on the unpaid balance of our costs plus any disbursements and Value Added Tax at the rate prescribed by the Court which is currently 8%. The period for which interest may be charged runs from one month after the date of delivery of an invoice.

14.2 In addition we may also be entitled to:

- 14.2.1 recover any costs we incur in collecting the overdue amount;
- 14.2.2 do no further work for you until we are paid in full (or we may choose not to do any further work for you at all);
- 14.2.3 retain all papers until we are paid in full.

15. Clients' Money/Interest Policy

15.1 As required by the Solicitors Accounts Rules 2011 it is our policy to account to clients for interest on a basis which is fair and reasonable.

15.2 We will retain interest accrued of less than £20 on the basis that this is a de minimis amount and on the understanding that the retention of such interest was taken into account when the level of our fees was set and to cover the cost of administration and/or movement of funds.

15.3 We will be pleased to supply a full copy of our Interest Policy upon request and without charge.

16. Payment in Advance

16.1 We may require a payment in advance in respect of costs and disbursements. We will place any such payments into Client Account and apply them, together with interest earned against future Invoices.

16.2 In property transactions, an Invoice will often be rendered following exchange of contracts and payment is required prior to Completion. However, we may instead render Invoices monthly in accordance with these terms to keep you informed of the costs position whether or not you are expected to pay it when rendered. Where funds are payable to you upon Completion, we reserve the right to deduct monies due to us, unless otherwise agreed in advance.

16.3 We request that all payments which you make to us, including payments in advance are made by cheque or telegraphic transfer drawn on an account in your name.

16.4 In continuing cases, you may find it convenient to arrange regular payments on account by Bankers Standing Order. Details of our account will be issued on request.

17. Security for Costs

Pursuant to Article 4 of the Remuneration Order, we may in certain circumstances, or as and when appropriate, take security for the payment of our costs, including the amount of any interest to which we may become entitled under Article 5 of the Remuneration Order.

18. Value Added Tax

VAT at the rate applicable will be added unless zero rating or an exemption applies. Our VAT number is 614241772.

19. Estimates

If we give an estimate, it can only be an indication of the charges that you are likely to incur and should not be regarded as agreed for the transaction. The final cost very much depends upon the amount of time spent in dealing with your matter.

20. Storage of Working Papers

We will generally retain all working papers for a minimum period of 6 years from the conclusion of the matter (but without being obligated to do so).

21. Evidence of Identity and Money Laundering

The Money Laundering Regulations 2007, which are aimed at preventing money laundering, require that we obtain proof of identity from Clients for whom we act in connection with certain types of investment business. If the Regulations apply to any instructions from you, a Fee Earner will contact you to ask for the necessary details.

We are required by law to report to the Serious Organised Crime Agency (SOCA) any evidence or suspicion of money laundering. We are also prohibited from notifying you of the fact that a report has been made.

22. Costs Recovered

In litigation, as in other areas of work, you are responsible for all our reasonable and proper fees, disbursements and VAT. Where you are successful in litigation, you may win an order that your costs are to be paid by the losing party. However, it is rare for this to cover all of your costs. You will be liable to pay our fees, but obviously, subject to this we shall pass on to you all costs recovered from the other party.

23. Insurance Mediation

We are not authorised by the Financial Services Authority. However, we are included on the Register maintained by the Financial Services Authority so that we can carry on insurance mediation activity, which is broadly the advising on, selling and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by The Solicitors Regulation Authority. The Register can be accessed via the Financial Services Authority website at: www.fsa.gov.uk/register.

24. Solicitors Financial Services

If during this transaction you need advice on investments, we may have to refer you to someone who is authorised by the Financial Services Authority, as we are not. However, as we are regulated by the Solicitors Regulation Authority, we may be able to provide certain limited investment services where these are closely linked to the legal work we are doing for you.

25. Confidentiality

25.1 We will keep confidential all information about you and your business and not disclose it to anyone outside the Company without your consent. You do consent to that disclosure:

25.1.1 in the proper handling of your work;

25.1.2 on a confidential basis to auditors who make random checks of files;

25.1.3 to our professional indemnity insurers;

25.1.4 where compelled by professional regulations or by law, such as a court order;

25.1.5 on a confidential basis to any external provider of administration services.

25.2 If we are compelled to disclose information, or if you ask us to object to disclosure, we may charge for the work involved.

26. Publicity

We both agree not to issue any publicity material or information to the media about our relationship and the work we are doing without the other's consent, save where the information is already in the public domain.

27. Email

We routinely use email to communicate, and whilst we have normal levels of security in place, you accept the risk that email communications may not be secure.

28. Data Protection

28.1 We comply with the current law on data protection. We store and process information about our clients in the context of our business. We are able, in most circumstances, to supply you on request with copies of the information which we store about you and your business.

28.2 You accept that to enable us to comply with our obligation to check your identity, to make credit decisions about you and to prevent fraud we may search the electoral roll and the files of credit reference agencies who will record any credit searches on your file.

29. Transfer of money

Where we have to transfer money on your behalf we cannot do so until the money has cleared the banking system. If the money has not been cleared we will not make the payment to you or for you. We may charge you an administration fee for money transfers made on your behalf,

30. Copyright

We own the copyright in any work we create and this copyright will not be transferred to you although you have our licence to use our work for the purposes for which it was created. We have the right to be identified as the author of the work and to object to any misuse of it.

31. Professional Rules

SL & Co is regulated by the Solicitors Regulation Authority and The Solicitors Code of Conduct 2007, which can be accessed at www.sra.org.uk.

32. Equality and Diversity

SL & Co Solicitors Limited is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our equality and diversity policy.

33. Termination of Instructions

33.1 Once instructed, we will continue to act for you in this matter until its conclusion, unless you revoke those instructions, the instructions or our fees become substantially in arrears, the matter is aborted, you become insolvent or enter into a formal insolvency procedure or it is not in your best interests that we continue to represent you in that matter.

33.2 If we cease to act for you in any of the above circumstances, you will be responsible for the fees and disbursements up to the date of termination including any costs and disbursements associated with the transfer of such work to another solicitor of your choice. We will be entitled to apply any monies held by us on your behalf towards or in satisfaction of any costs you have incurred with us once you have received written notification of the amount involved. In such circumstances we will be entitled to retain your file of papers and other Deeds and documents until such time as our costs have been paid in full. This is known as a "*common law lien*".

34. Complaints

34.1 We hope that you will not have cause to complain about the service provided, but in the unlikely event that you do, please let us know immediately by informing the person handling your matter. If you are unable to

resolve the problem, please ask to speak to the Complaints Officer and/or ask for a copy of our Complaints Procedure. In the unlikely event that our Complaints Officer is unable to resolve the problem you may contact The Solicitors Regulation Authority at (www.sra.org.uk) or The Legal Ombudsman at (www.legalombudsman.org.uk) or by telephone to their helpline on 0300 555 0333 who provide complaints and redress mechanisms. A six month time limit applies to complaints to the Legal Ombudsman.

34.2 The Law Society is a designated professional body for the purposes of the Financial Services and Markets Act 2000, but responsibility for regulation and complaints handling has been separated from the Law Society's representative functions. The Solicitors Regulation Authority is the independent regulatory body of the Law Society and the Legal Complaints Service is the independent complaints handling body of the Law Society.

35. **Severability**

If any of the terms and conditions set out herein shall be adjudged to be void and unenforceable as going beyond what is reasonable in the circumstances but would be valid if part of the wording or clause was amended or deleted, such terms and conditions shall apply with such minimum modifications as may be necessary to make them valid and effective.

36. **Dispute Resolution**

Where the work we do involves the resolution of a dispute:

36.1 Legal costs and expenses

You are responsible for our charges and any expenses whether you win or lose the dispute. Even if you are successful you may not be able to recover any of them from the other party, which will almost certainly be the case if the other party receives public funding. You may also be ordered to pay the legal costs and expenses of others if, for example, you lose your case, stop defending it or discontinue a case you started. If during a case the court orders you to pay another party's legal costs and expenses they will normally be payable within 14 days. If you fail to pay you risk losing your case.

36.2 Third party payment of legal costs

If another person has agreed to pay all or part of our charges or expenses you will still remain liable for those costs. You accept we may keep that third party informed about the progress of any dispute and the costs and expenses which are incurred. Third party funding may be provided by your employer, professional body, Trade Union or under a legal expenses policy. Legal expenses policies are often added to Household or Motor Insurance policies. If we have not been notified about third party funding we will proceed on the basis that no such funding is available to you.

36.3 Public funding ("Legal Aid")

We do not undertake work which is funded by the Legal Services Commission (formerly "Legal Aid"). If you believe that you may be eligible for public funding and you have not already discussed this with us then you must notify us immediately. Otherwise we will proceed on the basis that you have chosen not to apply for public funding even if you might be eligible.

36.4 Third party access to court documents

Under court rules third parties can ask the court for copies of any statement of case that we send to court on your behalf. Statements of case are the documents in which we set out your claim or defence. We will assume, unless you tell us otherwise, that you agree to this. If you are concerned about information in statements of case becoming public knowledge then it is important that you let us know as in some cases the court will agree to restrict access to these documents.

37. **Decisions and Instructions**

You authorise us to make routine or administrative decisions on your case without asking you first, although we will keep you informed. Dispute resolution, in particular litigation, is subject to detailed rules and deadlines. We are not responsible if you fail to give us instructions in time to comply with those rules and deadlines.

38. **Jurisdiction**

These terms and our relationship will be governed by English Law. We each submit to the exclusive jurisdiction of the English courts.

Your continuing instructions in this matter will be deemed to constitute acceptance of these terms, but it is nonetheless helpful if you would confirm your agreement to these terms by signing and returning the attached copy.

SL & Co Solicitors Limited

I confirm that I have read and understood these Terms & Conditions of Business, that I agree to them and that they form the basis of a legally binding Agreement between us.

These terms of business contain important provisions that limit our liability, in broad terms, to £3 million. They may not be varied unless agreed in writing and signed by a Director of the Company.

Signed

Date

Print Name

COMPANY CLIENTS

I confirm that I am an authorised officer on behalf of _____ Limited (“the Company”) and that I have the Company’s permission to instruct SL & Co Solicitors Ltd and to bind the Company to this Agreement. I also understand that pursuant to Clause 8.3 hereof I am guaranteeing the Company’s debt to SL & Co Solicitors Ltd in the terms of Clause 8.3 if and to the extent that the Company fails to pay its debts in respect of legal services provided.

These terms of business contain important provisions that limit our liability, in broad terms, to £3 million. They may not be varied unless agreed in writing and signed by a Director of the Company.

Signed

Date

Print Name